

February 10, 2016  
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Mick McCallister  
Vice Mayor Jim Sands  
Commissioner Phyllis Fitzgerald  
Commissioner Pat Landes  
Commissioner Michael Ryan  
City Manager Allen Dinkel  
City Attorney Catherine Logan  
City Clerk Shawna Settles

1. **12:00 P.M. - CALL TO ORDER**

2. **NEW BUSINESS:**

- a. Consideration of the Agreement with KDOT for the Northwest Interceptor Sewer Relocation Project. (p.2)
- b. Consideration of Agreement with Kaw Valley Engineering Inc. for Inspection and Testing for the Northwest Interceptor Sewer Relocation Project. (p.11)
- c. Consideration to Approve the Award of Contract to Nowak Construction Co. Inc. for the Northwest Interceptor Sewer Relocation Project. (p.16)

3. **ADJOURNMENT:**

**Backup material for agenda item:**

- a. Consideration of the Agreement with KDOT for the Northwest Interceptor Sewer Relocation Project.

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

02/10/2016

**From:** Allen J. Dinkel, City Manager  
**To:** Governing Body  
**Subject:** **KDOT Agreement for the Northwest Interceptor  
Sewer Relocation Project**

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**Objective:** Consider the KDOT agreement for Northwest Interceptor Sewer Relocation Project.

**Explanation of Issue:** Due to construction of a diamond interchange on US-77 Highway at K-18 Highway the interceptor sewer must be relocated. After much debate, KDOT will not change their offer to pay 76% and the City pay 24%.

**Budget Impact:** With the cost of construction and inspection the City's share will be more than \$500,000. The funds will be from the sewer fund.

**Staff Recommendation:** Even though we argued to have KDOT increase their share, they will not and we are limited in what we can do.

**Attachments:** Letter and Agreement from KDOT.

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Mike King, Secretary  
Scott W. King, P.E., Chief



Phone: 785-296-3901  
Fax: 785-296-4302  
Hearing Impaired - 711  
publicinfo@ksdot.org  
<http://www.ksdot.org>

Sam Brownback, Governor

December 21, 2015

Re: Geary County  
77-31 KA-2367-04  
NHPP A-236(704)

City of Junction City  
Rodney Barnes  
700 Jefferson, PO Box 287  
Junction City KS 66441

Dear Mr. Barnes:

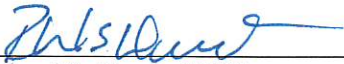
Enclosed in triplicate is Utility Agreement No. 006162031. Please have the approving officer's title typed or printed under their signature.

Return all documents for final execution to this office. You will receive an original after final execution. You are authorized to begin relocation work prior to the execution of the agreement, as per paragraph 9 of the standard utility agreement, or paragraph 8 of the lump sum utility agreement, please notify Dale Hershberger, Area Engineer, phone 785-632-3108. If ground disturbing activity is to be conducted on KDOT R/W, KDOT is now required to have a Storm Water Pollution Protection Plan (SWPPP) on file from the utility company. I've enclosed a list of SWPPP best practices for your reference. If necessary, submit a SWPPP to Dale Hershberger for review prior to beginning relocation work.

Please take necessary precautions to protect the traveling public from utility construction by means of signs, flaggers and traffic control devices. Consult the "KDOT Utility Accommodation Policy" for typical signing for utility operations at [www.ink.org/public/kdot/burdesign/coorsect/utilDEFAULT.HTM](http://www.ink.org/public/kdot/burdesign/coorsect/utilDEFAULT.HTM) or the project engineer for guidance.

Sincerely,

Scott W. King, P. E.,  
Chief, Bureau of Road Design

BY:   
Richard S. Hamit, Utilities,  
Coordinating Section

C: Randy West, District Engineer  
Dale Hershberger, Area Engineer  
File

## UTILITY AGREEMENT

Dated: 1/5/2015

Geary County

Project: 77-31 KA-2367-04  
NHPP A-236(704)

General Location: Sections 3 & 10, T12S, R5E

**THIS AGREEMENT** is entered into between the Secretary of Transportation of the State of Kansas (Secretary) and City of Junction City (Company).

**WHEREAS**, the Secretary proposes a highway improvement project on Highway No. US-77, described above by Project Number and Location and shown on the Project Plans, and

**WHEREAS**, the Company is owner of certain facilities located between Highway Stations 328+00 to 400+00 as shown on the Project Plans (facilities) and these facilities are located on private right-of-way, in whole or in part, and not now entirely located upon existing highway right-of-way, and

**WHEREAS**, the Company's facilities needs to be adjusted, altered, or relocated so the Secretary may construct the Project and the Company may maintain its present services.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree:

1. Upon receipt of formal written authorization from the Secretary, the Company will proceed without unnecessary delay to make the changes to its facilities described in Exhibit A (utility plans) in accordance with Paragraph 16 of this Agreement. The Company prepared Exhibit A which is attached to and incorporated into this Agreement.

2. Company certifies that its facilities are located on private right-of-way, in whole or in part, and are not now located entirely upon existing highway right-of-way or other public property. The estimated costs of right-of-way, preliminary engineering, labor, equipment, materials issued, materials returned, overhead and other items, as well as any credits which may be due the Secretary for Company elected betterments, salvaged materials and extended service life (where applicable) are listed in detail on Exhibit B. Exhibit B is attached to and incorporated into this Agreement.

3. This Agreement is subject to and the Parties agree to comply with 23 C.F.R. Part 645 Subpart A ("Utility Relocations, Adjustments, and Reimbursement") (23 C.F.R. 645.101 *et seq.*), 23 C.F.R. Part 645 Subpart B ("Accommodation of Utilities") (23 C.F.R. 645.201 *et seq.*), and the current Kansas Department of Transportation Utility Accommodation Policy (UAP). The UAP is incorporated by reference into this Agreement.

This Agreement is subject to and the Parties agree to comply with 23 U.S.C. 313 ("Buy America") and 23 C.F.R 635.410 ("Buy America requirements") which require that all iron and steel permanently incorporated in the Company's facilities that are relocated under this Agreement shall have been manufactured, produced, and processed in the United States. Manufacturing processes include any process which modifies the chemical content, the physical size or shape, or the final finish of the iron or steel. These processes include initial melting, mixing, rolling, machining, extruding, bending, grinding, drilling, and coatings applied to iron or steel (including epoxy coatings, galvanizing, painting, and any other coating that protects or enhances the value of the iron or steel used). Companies providing iron or steel or performing any manufacturing processes on the iron or steel shall include a "Buy America" statement on test reports and material certifications submitted to the Utility. The "Buy America"

statement shall identify the source of the iron or steel and the location(s) of the manufacturing processes. The statement shall certify that the company issuing the test report or material certification complies with all provisions of the Buy America Act. Buy America requirements do not apply to temporary items (Example: temporary sheet piling, steel scaffolding, and falsework) on the contract, even if these items are left in place with the Engineer's approval. The Company will include the test results and material certifications in its billing to the Secretary.

4. The Secretary grants the Company the right to locate and maintain its facilities upon highway right-of-way as shown on said Exhibit A.

5. If future road work requires any changes to or relocations of Company's facilities, previously located on private right(s)-of-way but now located upon highway right-of-way as shown on Exhibit A, the Secretary will pay the cost of such changes or relocations.

6. The Company's easement rights or other interests in the property included in the proposed highway right-of-way as shown on Exhibit A are subordinate to the Secretary's right and privilege to use the highway right-of-way without restriction or limitation as long as the Secretary is using such right-of-way for public highway purposes. The Secretary's rights extend to all air rights, surface rights, and below-surface rights appropriate for the construction, operation, and maintenance of the highway. Providing the Company does not interfere with highway construction, operation, and maintenance, the Company may maintain its relocated or altered facilities; construct additional facilities under, over, through, and across the property if the Company's easement allows such construction; or perform any other act the Company's easement allows. In exercising its rights, the Company shall conform to all federal and state law, statutes, and regulations.

7. Company certifies and has provided evidence showing the Company has right of occupancy on private right-of-way by holding the fee, an easement, or other property interest. Company certifies that no deed, easement, agreement, or other document granting Company's existing right of occupancy on the private right-of-way requires Company to relocate its facilities for public purposes at Company's own expense.

8. Secretary certifies that payment for the utility relocation does not violate Kansas law or any existing contract between the Company and the Secretary.

9. Company shall notify the Kansas Department of Transportation's (KDOT's) Area Engineer at Clay Center, Kansas by phone 785-632-3108, five days in advance of the time it expects to start work under this Agreement.

10. The Company shall notify KDOT's Engineer in charge of said project when beginning, discontinuing, resuming, and upon completing the work.

11. The method of computing the actual relocation costs shall be:

Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by 23 C.F.R. 645 Subpart A.

12. Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and all other costs involved in performing the work for three years after the date the Company receives final payment. KDOT's Engineer in charge of said project or any authorized agent of KDOT or the Federal Highway Administration (FHWA) shall have access at all times to such records.

13. At Company's request, the Secretary will reimburse the Company for 95% of the cost reflected on monthly progress statements for partially completed work. However, the Company shall submit

no monthly progress statement with an amount earned of less than \$10,000. The Company shall submit supporting statements with the Company's request for such intermediate progress payments.

After the Company completes the work according to the utility plans and after the Secretary receives a detailed final cost statement that complies with 23 C.F.R. 645 Subpart A, the Secretary will reimburse the Company for 95% of the total eligible amount of final billing less intermediate progress payments, pending final audit. Upon completing the final audit, the Secretary will reimburse the Company the total amount of the final billing that KDOT and/or FHWA find eligible for payment by audit less intermediate progress payments.

The work required in this Agreement is being funded in whole or in part with federal funds. The Company will reimburse the Secretary any sums disallowed under 23 C.F.R. Part 645 or under 48 C.F.R. Part 31 ("Contract Cost Principles and Procedures") (48 C.F.R. 31.000 *et seq.*). Sums disallowed include expenses paid for relocating the Company's facilities from existing highway right-of-way or other public property to the proposed highway right-of-way and expenses paid when the Company had an existing obligation to relocate at its own expense, among others.

14. To be eligible for reimbursement, changes in the original scope of work or additional adjustments not covered in Paragraph 16 of this Agreement shall be submitted on a supplemental agreement (or change order) and approved by the Company and the Secretary before the Company makes such changes or adjustments.

15. Additional costs or revision in ratio or participation resulting from changes or adjustments under Paragraph 14 will become effective with submission of a final change order prior to or concurrent with final billing. Approval of such change order and/or ratio of participation will place the billing in line for audit and payment.

16. A. Description of work to be performed:

Relocate Sewer Line and appurtenances thereto to clear the proposed highway construction as shown on Exhibits A and B.

B. Method of accomplishing work shall be by Company Forces.

C. Estimated total cost of work to be accomplished is \$1,892,000.

D. The percentage of total actual costs of completed work to be borne by the Secretary is 76%. Salvage value to be credited to project.

E. Time for Completion of Work: April 15, 2016 unless extended for unusually severe weather. Unusually severe weather is adverse weather that at the time of year in which it occurred is abnormal for the place in which it occurred.

F. The Company or the Company's contractor will furnish and erect the required traffic control signing and devices according to the attached Exhibits and the "Manual of Uniform Traffic Control Devices".

G. Special Provisions:

"All backfill within the highway right-of-way limits is to be compacted to a density equal to or greater than the density of the surrounding soil."

17. The Company shall maintain and pay all expenses necessary to maintain the Company's facilities located on state and any other public right of way as shown on Exhibit A. The Company shall take necessary and reasonable safety measures to protect the traveling public

If the Company's maintenance obligation requires work within the highway right-of-way, the Company shall first obtain a written work permit from the proper authority. This permit shall contain reasonable regulations relating to such maintenance.

The Company may open and disturb the surface of the highway right-of-way without a work permit if an emergency exists that endangers the public's safety and requires immediate preventive action or repair. Immediately upon discovering the emergency, the Company shall notify the Kansas Highway Patrol and the KDOT Bureau of Construction and Maintenance. The Company shall request a work permit from the proper authority no later than the second working day following the emergency.

The Company shall not service its facilities from the highway, highway shoulder, or highway ramps. Exception: if an emergency exists that makes other ingress and egress temporarily impossible, the Company may use the surfaced area of the highway right-of-way to approach the distressed lines or facilities and the Company may use the surfaced shoulder for temporary parking.

18. The Company agrees to hold the Secretary and the Secretary's authorized representatives harmless from and indemnify the Secretary for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Company's failure to comply with its contract obligations under this Agreement, resulting from the Company's negligent acts, errors, or omissions in relocating its facilities as provided in Paragraph 16, or all of the above. The Company's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The Company shall have no obligation to hold the Secretary or the Secretary's authorized representatives harmless from and indemnify these persons for the Secretary's or the Secretary's representatives' own negligence.

19. The Secretary agrees to hold the Company and the Company's authorized representatives harmless from and indemnify the Company for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Secretary's failure to comply with its contract obligations under this Agreement. The Secretary's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.* The Secretary shall have no obligation to hold the Company or the Company's authorized representatives harmless from and indemnify these persons for the Company's or the Company's representatives' own negligence.

20. Kansas law governs this Agreement.

21. Kansas law (K.S.A. 46-239(c)) requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. Consequently, please indicate below if this contract is being entered into with a legislator or a firm in which a legislator is a member.



\_\_\_\_\_ Yes, this contract is with a legislator or a firm in which a legislator is a member.

That legislator is: \_\_\_\_\_

Business Phone \_\_\_\_\_  
Address (Street, City, State, Zip Code) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

22. This Agreement creates no third party beneficiaries and authorizes no third party to maintain a suit for damages under this Agreement as a third party beneficiary or in any other capacity.

23. This Agreement binds the Parties and the Parties' successors and assigns.

24. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

Executed by the COMPANY this

Executed by the SECRETARY this

\_\_\_\_ day of \_\_\_\_\_ 2016

\_\_\_\_ day of \_\_\_\_\_ 2016

CITY OF JUNCTION CITY

MICHAEL S. KING  
SECRETARY OF TRANSPORTATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT: \_\_\_\_\_

SCOTT W. KING, P.E., CHIEF  
BUREAU OF ROAD DESIGN

TITLE: \_\_\_\_\_

FEIN # \_\_\_\_\_

Send checks to: \_\_\_\_\_  
\_\_\_\_\_

**PRELIMINARY OPINION OF CONSTRUCTION COST**

**NW Interceptor Sewer Relocation  
for KDOT Proj. No. 77-31 KA-2367-04  
City of Junction City, KS**

**EXHIBIT B**

A15D7327

10/30/2015

<u>NO.</u>	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1	Mobilization	1	Lump Sum	\$80,000.00	\$80,000.00
2	Clearing and Grubbing	1	Lump Sum	50,000.00	50,000.00
3	Install Manhole A-1	1	Lump Sum	5,200.00	5,200.00
4	Install Manhole A-2	1	Lump Sum	7,800.00	7,800.00
5	Install Manhole A-3	1	Lump Sum	8,000.00	8,000.00
6	Install Manhole A-4	1	Lump Sum	12,000.00	12,000.00
7	Install Manhole A-5	1	Lump Sum	18,000.00	18,000.00
8	Install Manhole A-6	1	Lump Sum	18,000.00	18,000.00
9	Install Manhole A-7	1	Lump Sum	8,000.00	8,000.00
10	Install Manhole A-8	1	Lump Sum	15,000.00	15,000.00
11	Install Manhole A-9	1	Lump Sum	5,200.00	5,200.00
12	Install 24" Ductile Iron Pipe	2,772	LF	220.00	609,840.00
13	Install 12" Ductile Iron Pipe	140	LF	100.00	14,000.00
14	36" Boring & Casing (MH A-1 to MH A-2)	269	LF	600.00	161,400.00
15	36" Boring & Casing (MH A-4 to MH A-5)	388	LF	720.00	279,360.00
16	36" Boring & Casing (MH A-5 to MH A-6)	413	LF	720.00	297,360.00
17	36" Boring & Casing (MH A-6 to MH A-7)	164	LF	600.00	98,400.00
18	Connect to Existing Main at MH A-1	1	Lump Sum	1,200.00	1,200.00
19	Connect to Existing Main at MH A-2	1	Lump Sum	1,500.00	1,500.00
20	Connect to Existing Main at MH A-9	1	Lump Sum	1,200.00	1,200.00
21	Connect to Existing MH EX-8	1	Lump Sum	600.00	600.00
22	Concrete Encasement of 24" DIP	120	LF	120.00	14,400.00
23	Remove & Salvage Existing Manholes	7	Each	500.00	3,500.00
24	Rock Excavation	5,000	CY	32.00	160,000.00
25	Raise Existing MH's EX-8 & EX-9	32	VF	220.00	7,040.00
26	Erosion Control	1	Lump Sum	10,000.00	10,000.00
27	Seeding	1	Lump Sum	5,000.00	5,000.00

ESTIMATED CONSTRUCTION COST = **\$1,892,000.00**

**Backup material for agenda item:**

- b. Consideration of Agreement with Kaw Valley Engineering Inc. for Inspection and Testing for the Northwest Interceptor Sewer Relocation Project.

# **City of Junction City**

## **City Commission**

### **Agenda Memo**

02/10/2016

**From:** Allen J. Dinkel, City Manager  
**To:** Governing Body  
**Subject:** **Agreement for Inspection and Testing on the  
Northwest Interceptor Sewer Relocation Project**

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**Objective:** Consider Agreement for Inspection and Testing for the Northwest Interceptor Sewer Relocation at K-18 and US-77 Highway.

**Explanation of Issue:** Due to construction of a diamond interchange on US-77 Highway at K-18 Highway the interceptor sewer must be relocated. The Kansas Department of Health and Environment (KDHE) requires full-time construction inspection and materials testing on this big sewer project. Kaw Valley Engineering Inc. has submitted a not to exceed contract for construction inspection and materials testing services.

**Budget Impact:** City Share will be 24% percent of the total.

**Staff Recommendation:** Staff recommends approval of the Agreement with Kaw Valley Engineering Inc. in an amount not to exceed \$138,878.40.

**Attachments:** Agreement for Construction Inspection and Material Testing Services.

## **Agreement for Construction Inspection & Materials Testing Services**

Northwest Interceptor Sewer Relocation @ US-77/K-18 Interchange

City of Junction City, Kansas

This "Agreement", made this \_\_\_\_\_, day of \_\_\_\_\_, 2016, by and between the City of Junction City (hereinafter "City"), and Kaw Valley Engineering, Inc. (hereinafter "Consultant"), for the performance of additional services related to construction inspection and materials testing activities for the Northwest Interceptor Sewer Relocation Project (hereinafter "Project");

The following are services requested by the City to insure the quality of the Project by providing construction inspection and materials testing activities, and to meet the requirements for inspection and testing set forth in the permit issued by KDHE for this Project:

### **SCOPE OF SERVICES**

Upon execution of a contract for construction, the Consultant shall provide the following outlined services:

1. Shop Drawing Review & Materials Certifications – The Consultant shall perform review and approval for all shop drawing submittals required by the contract documents and specifications, as well as analysis and approval for all material certifications required so that conformance with the construction plans, contract documents and specifications for the Project can be determined and documented.
2. Daily Construction Observation & Contract Reports - The Consultant shall provide a qualified and experienced Senior Engineering Technician to serve as the full-time construction inspector for this Project, performing daily field inspection of construction activities, completing all project coordination and daily inspection reports, and enforcing conformance to the construction plans, contract documents and specifications.
3. Materials Sampling & Laboratory Testing - The Consultant shall provide a KDOT-certified Materials Technician to collect soil, sand, aggregate and concrete samples as required by the construction plans and specifications for this Project, and perform laboratory testing and analysis of those materials for conformance. The results of all materials tests shall be clearly depicted on standard forms and immediately submitted by email to the City, the Contractor's Superintendent, and the Consultant's Construction Inspector and Project Manager.
4. Coordination with KDOT Projects, Property Owners & Utilities – The Consultant shall assist the County in coordinating with all affected utility owners regarding the proposed improvements, traffic handling and construction activities included in the Project. The Consultant shall provide the County with electronic plan sets for sharing with representatives of affected utilities and aiding with the scheduling of any required utility relocations or adjustments necessary to construct the Project.
5. Final Observation, Punchlist Development & KDHE Close-Out Documentation - The Consultant shall perform a final walk-thru inspection alongside City staff and the Contractor, prepare a final punchlist for delivery to the Contractor, and the completion and submittal of return permit correspondence to satisfy the inspection and documentation conditions of the KDHE permit issued for the Project.

6. Contract Administration & KDOT Reimbursement Assistance -- The Consultant shall provide contract administration to include compilation and distribution of executed contract documents, responses to inquiries regarding the proposed work, interpretation of the construction plans and specifications, pay request reviews and approvals, change order drafting and execution, subcontractor and supplier checks, bonding affidavit clearances, contract close-out paperwork and assistance with preparing all documentation necessary to achieve reimbursement of participating costs from KDOT. The Consultant shall also organize and attend a Pre-Construction Conference with the City and the successful Contractor.

### COMPENSATION

The City shall compensate the Consultant for satisfactory completion of the Scope of Services for construction inspection and materials testing activities on this Project in accordance with the "Fee Estimate - Construction Inspection & Materials Testing Services" included at the end of this Agreement. For the purposes of this Agreement, the maximum not to exceed amount due to the Consultant upon successful completion of the Scope of Services for construction inspection and materials testing activities on this Project shall be \$138,878.40.

The basis for incremental payments shall be per the hours and reimbursable expenses incurred for the term being invoiced with standard rates and reimbursable expenses applied as set forth in said "Fee Estimate - Construction Inspection & Materials Testing Services". An invoice shall be submitted by the Consultant at the end of each month to the City with the amount of said invoice being due upon receipt by the City and considered past due if not paid within thirty (30) days of the invoice date.

In the event that services are requested by the City which are considered by both parties to be above and beyond these Scope of Services for Phase II of the Preliminary Engineering for this Project, those additional services shall be compensated in accordance with a proposal for supplemental services as submitted by the Consultant at the request of the City and as approved by the City.

IN WITNESS WHEREOF, the City and the Consultant have executed this Supplemental Agreement #1 as of the date first above written.

**Consultant:**

KAW VALLEY ENGINEERING, INC.

By: \_\_\_\_\_  
Leon D. Osbourn, P.E.

Title: President

Date: \_\_\_\_\_

**City:**

CITY OF JUNCTION CITY

By: \_\_\_\_\_  
Allen Dinkel

Title: City Manager

Date: \_\_\_\_\_

**Fee Estimate - Construction Inspection & Materials Testing Services**

NW Interceptor Sewer Relocation @ US-77/K-18 Interchange  
City of Junction City

**1. Shop Drawing Review & Materials Certifications -**

Hourly Compensation:

<u>Employee Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Extension</u>
Project Manager	16	\$120.00	\$1,920.00
Manager of Field Services	12	90.00	1,080.00
Administrative Assistant	8	40.00	<u>320.00</u>
			<b>\$3,320.00</b>

Direct Expenses:

Copying / Printing -

=  
\$50.00  
**\$50.00**

**2. Daily Construction Observation & Contract Reports (180 Calendar Day Contract) -**

Hourly Compensation:

Project Manager	8	\$120.00	\$960.00
Manager of Field Services	180	90.00	16,200.00
Senior Engineering Tech.	1440	70.00	<u>100,800.00</u>
			<b>\$117,960.00</b>

Direct Expenses:

Vehicle Mileage - 3600 miles @ \$0.54 = \$1,944.00  
**\$1,944.00**

**3. Materials Sampling & Laboratory Testing -**

Hourly Compensation:

Project Manager	4	\$120.00	\$480.00
Manager of Field Services	8	90.00	720.00
Materials Technician II	60	60.00	3,600.00
Administrative Assistant	12	40.00	<u>480.00</u>
			<b>\$5,280.00</b>

Direct Expenses:

Vehicle Mileage - 360 miles @ \$0.54 = \$194.40  
**\$194.40**

**4. Coordination with KDOT Projects, Property Owners & Utilities-**

Hourly Compensation:

Project Manager	12	\$120.00	\$1,440.00
Manager of Field Services	16	90.00	<u>1,440.00</u>
			<b>\$2,880.00</b>

**5. Final Observation, Punchlist Development & KDHE Close-Out Documentation -**

Hourly Compensation:

Project Manager	12	\$120.00	\$1,440.00
Manager of Field Services	4	90.00	360.00
Senior Design Technician	8	80.00	640.00
Administrative Assistant	24	40.00	<u>960.00</u>
			<b>\$3,400.00</b>

Direct Expenses:

Copying / Printing - 100.00  
**\$100.00**

**6. Contract Administration & KDOT Reimbursement Assistance -**

Hourly Compensation:

Project Manager	16	\$120.00	\$1,920.00
Manager of Field Services	12	90.00	1,080.00
Administrative Assistant	20	40.00	<u>800.00</u>
			<b>\$3,800.00</b>

Direct Expenses:

Copying / Printing - 50.00  
**\$50.00**

**Total for Hourly Compensation** = **\$136,540.00**

**Total for Direct Expenses** = **\$2,338.40**

**Total for Construction Inspection & Materials Testing Services** = **\$138,878.40**

**Backup material for agenda item:**

- c. Consideration to Approve the Award of Contract to Nowak Construction Co. Inc. for the Northwest Interceptor Sewer Relocation Project.



# **City of Junction City**

## **City Commission**

### **Agenda Memo**

02/10/2016

**From:** Allen J. Dinkel, City Manager  
**To:** Governing Body  
**Subject: Recommendation of Award of Contract**

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**Objective:** Consider the Award of Contract for the Northwest Interceptor Sewer Relocation at K-18 Highway and US-77 Highway.

**Explanation of Issue:** Due to construction of a diamond interchange on US-77 Highway at K-18 Highway the interceptor sewer must be relocated. Bids were received for the project with four bids being submitted. Kaw Valley Engineering Inc. recommends the contract be awarded to Nowak Construction Co. Inc.

**Budget Impact:** After much discussion, it appears that the Kansas Department of Transportation (KDOT) will pay for 76 percent of this project, leaving the City with a responsibility of 24 percent. Sanitary Sewer Funds will be used for the City share of the project.

**Staff Recommendation:** Staff recommends approval of the contract to Nowak Construction Co. Inc. in the amount not to exceed \$1,989,571.92.

**Attachments:** Letter of recommendation from Kaw Valley Engineering Inc. and Bid Tabulation Sheet.



**KAW VALLEY ENGINEERING, INC.**

Office: 785.762.5040  
Fax: 785.762.7744  
Web: www.kveng.com  
Address: 2319 N. Jackson  
P.O. Box 1304  
Junction City, KS 66441

December 23, 2015  
A15D7327

Mr. Allen Dinkel  
City Manager  
City of Junction City, KS  
P.O. Box 287  
Junction City, KS 66441

**RE: Recommendation of Award of Contract  
Northwest Interceptor Sewer Relocation at K-18 Highway and  
US-77 Highway – Junction City, Kansas**

Dear Mr. Dinkel:


Please find enclosed the Bid Tabulation Sheet for the above-referenced improvements.  
Nowak Construction Co., Inc. was the low bidder and was well below the Engineer's Estimate.

We therefore recommend award of this contract to Nowak Construction Co., Inc. in the amount of  
\$1,989,571.92.

I will attend the City Commission meeting to address any question they may have regarding this project.  
I will put together contract documents and have the contractor begin obtaining their bonds and associated  
documents subject to the City awarding the project.

Should you have any questions or require additional information, please feel free to contact me.

Sincerely,

  
Leon D. Osbourn, P.E., R.L.S.  
President

LDO:slm

Attachment

\\VMJC-FILE\Projects\A15\_7327\Design\Correspondence\Ltr To A Dinkel Re Recommendation Of Award.Docx

BID TABULATION SHEET

KAW VALLEY ENGINEERING, INC.  
2319 North Jackson, PO Box 1304  
Junction City, KS 66441  
Tel: 785-762-5040

NORTHWEST INTERCEPTOR SEWER RELOCATION  
AT K-18 HIGHWAY & US-77 HIGHWAY - JUNCTION CITY, KANSAS

Project No.: A15D7327  
Date: December 17, 2015  
Page: 1 of 1

Item	Qty	Unit	Engineer's Estimate		Nowak Construction Co., Inc.		Middlecreek Corporation		Carlson Utility, LLC		J & K Contracting, LC		Unit Price	Total Price	Unit Price	Total Price
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price				
1. Mobilization	1	L.S.	\$80,000.00	\$80,000.00	\$56,650.00	\$56,650.00	\$200,000.00	\$200,000.00	\$120,000.00	\$120,000.00	\$50,000.00	\$50,000.00				
2. Erosion Control	1	L.S.	\$25,000.00	\$25,000.00	\$14,400.00	\$14,400.00	\$9,000.00	\$9,000.00	\$17,000.00	\$17,000.00	\$25,000.00	\$25,000.00				
3. Clearing and Grubbing	1	L.S.	\$50,000.00	\$50,000.00	\$20,110.00	\$20,110.00	\$80,000.00	\$80,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00				
4. Seeding	1	L.S.	\$30,000.00	\$30,000.00	\$7,037.00	\$7,037.00	\$7,000.00	\$7,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00				
5. Install Manhole A-1 - 6' Diameter	1	L.S.	\$17,650.00	\$17,650.00	\$13,500.00	\$13,500.00	\$4,875.00	\$4,875.00	\$7,000.00	\$7,000.00	\$25,000.00	\$25,000.00				
6. Install Manhole A-2 - 6' Diameter	1	L.S.	\$35,500.00	\$35,500.00	\$13,500.00	\$13,500.00	\$4,875.00	\$4,875.00	\$10,500.00	\$10,500.00	\$25,000.00	\$25,000.00				
7. Install Manhole A-3 - 6' Diameter	1	L.S.	\$26,500.00	\$26,500.00	\$13,500.00	\$13,500.00	\$4,875.00	\$4,875.00	\$10,500.00	\$10,500.00	\$25,000.00	\$25,000.00				
8. Install Manhole A-4 - 6' Diameter	1	L.S.	\$72,800.00	\$72,800.00	\$13,500.00	\$13,500.00	\$4,875.00	\$4,875.00	\$28,000.00	\$28,000.00	\$25,000.00	\$25,000.00				
9. Install Manhole A-5 - 6' Diameter	1	L.S.	\$101,500.00	\$101,500.00	\$13,500.00	\$13,500.00	\$6,875.00	\$6,875.00	\$39,000.00	\$39,000.00	\$25,000.00	\$25,000.00				
10. Install Manhole A-6 - 6' Diameter	1	L.S.	\$130,000.00	\$130,000.00	\$13,500.00	\$13,500.00	\$6,875.00	\$6,875.00	\$39,000.00	\$39,000.00	\$25,000.00	\$25,000.00				
11. Install Manhole A-7 - 6' Diameter	1	L.S.	\$42,000.00	\$42,000.00	\$13,500.00	\$13,500.00	\$4,875.00	\$4,875.00	\$10,500.00	\$10,500.00	\$25,000.00	\$25,000.00				
12. Install Manhole A-8 - 6' Diameter	1	L.S.	\$32,000.00	\$32,000.00	\$13,500.00	\$13,500.00	\$4,875.00	\$4,875.00	\$24,000.00	\$24,000.00	\$25,000.00	\$25,000.00				
13. Install Manhole A-9 - 6' Diameter	1	L.S.	\$29,500.00	\$29,500.00	\$13,500.00	\$13,500.00	\$4,875.00	\$4,875.00	\$7,000.00	\$7,000.00	\$25,000.00	\$25,000.00				
14. Extra Depth Manholes	163.40	VLF	\$150.00	\$24,510.00	\$287.00	\$46,895.80	\$392.00	\$64,052.80	\$1,000.00	\$163,400.00	\$250.00	\$40,850.00				
15. Outside Dop Manholes	11.44	VLF	\$1,000.00	\$11,440.00	\$1,532.00	\$17,526.08	\$1,400.00	\$16,016.00	\$2,500.00	\$28,600.00	\$300.00	\$3,432.00				
16. Connect to Existing Manhole	1	Ea.	\$1,000.00	\$1,000.00	\$1,407.00	\$1,407.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00				
17. 24" Ductile Iron Pipe	2,772.20	L.F.	\$325.00	\$900,965.00	\$183.00	\$507,312.60	\$430.00	\$1,192,046.00	\$250.00	\$693,050.00	\$350.00	\$970,270.00				
18. 12" Ductile Iron Pipe	139.48	L.F.	\$500.00	\$69,740.00	\$153.00	\$21,340.44	\$340.00	\$47,423.20	\$150.00	\$20,922.00	\$150.00	\$20,922.00				
19. Boring and Casing at Station 100+18.5 to 102+87.35	269	L.F.	\$725.00	\$195,025.00	\$814.00	\$218,966.00	\$681.00	\$183,189.00	\$1,200.00	\$322,800.00	\$800.00	\$215,200.00				
20. Boring and Casing at Station 112+02.4 to 112+66.4	164	L.F.	\$1,200.00	\$196,800.00	\$886.00	\$145,304.00	\$898.00	\$147,272.00	\$1,200.00	\$196,800.00	\$1,200.00	\$196,800.00				
21. Boring and Casing at Station 113+03.25 to 116+91.01	388	L.F.	\$1,200.00	\$465,600.00	\$926.00	\$359,288.00	\$948.00	\$367,824.00	\$1,200.00	\$465,600.00	\$1,200.00	\$465,600.00				
22. Boring and Casing at Station 117+28.19 to 121+40.7	413	L.F.	\$725.00	\$299,425.00	\$976.00	\$403,088.00	\$828.00	\$341,964.00	\$1,200.00	\$495,600.00	\$1,200.00	\$495,600.00				
23. Adjust Existing Manholes B1 & B2	32	VLF	\$210.00	\$6,720.00	\$428.00	\$13,696.00	\$360.00	\$11,520.00	\$400.00	\$12,800.00	\$300.00	\$9,600.00				
24. Remove Ring & Cover, Cone Section Barrel Sections and Backfill Existing Bases. (Salvage)	7	Ea.	\$10,000.00	\$70,000.00	\$653.00	\$4,571.00	\$1,200.00	\$8,400.00	\$5,000.00	\$35,000.00	\$4,000.00	\$28,000.00				
25. Concrete Encasement	120	L.F.	\$180.00	\$21,600.00	\$254.00	\$30,480.00	\$95.00	\$11,400.00	\$200.00	\$24,000.00	\$300.00	\$36,000.00				
TOTAL BID USING ASPHALT SURFACING				\$2,935,275.00		\$1,989,571.92		\$2,736,982.00		\$2,823,572.00		\$2,862,274.00				